



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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Order Filed on May 12, 2021
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

In Re:

American Limousine LLC

Case No.: 21-10121

Chapter: 11 (Subchapter V)

Hearing Date: May 11, 2021

Judge: Stacey L. Meisel

ORDER MODIFYING ORDER REJECTING LEASES

The relief set forth on the following pages, numbered two (2) through four (4) is hereby **ORDERED**.

DATED: May 12, 2021

A handwritten signature in black ink, appearing to read "Stacey L. Meisel".
Honorable Stacey L. Meisel
United States Bankruptcy Judge

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Debtor: American Limousine LLC

Case No. 21-10121/SLM

Caption of Order: Order Modifying Order Rejecting Leases

This matter having been opened to the Court by Dean G. Sutton, Esq., attorney for the Debtor and Dean G. Sutton having appeared on the behalf of the Debtor and good cause having been shown;

1. The Order Authorizing Rejection of Leases as of January 8, 2021. Entered on January 15, 2021 is modified effective as of January 8, 2021 as follows:

2. The To Be Assumed Leases are hereby amended as follows:

- a. all lease payment obligations of the Debtor shall be deferred through May 31, 2021;
- b. pursuant to that certain deferral agreement entered into by the Parties, Merchants shall only charge the Debtor interest for the months of June through August of 2021, as such interest payments are set forth in Exhibit 1;
- c. as of September 1, 2021, the Debtor shall resume making full lease payment obligations as set forth in Exhibit 1;
- d. the term of the To Be Assumed Leases will convert in each instance to an open-end lease (24 months to \$0 residual);
- e. at any time prior to the expiration of the term of the To Be Assumed Leases (as hereby amended), the Debtor may elect to buy out some or all of the automobiles associated with such leases for a sum (on an automobile by automobile basis) equal to the New Cap Cost (as set forth in Exhibit 1 (column K) hereto) less the sum of the lease principal/depreciation payment obligations (*i.e.*, excluding interest payments) made on account of such automobile subsequent to the assumption of its related lease plus such other fees and charges, if any, are made and provided under the To Be Assumed Leases;
- f. provided that the Debtor has timely made all lease payment obligations under the terms of the To Be Assumed Leases (as hereby amended), upon the expiration of the term of such leases the automobiles associated with such leases will become the property of the Debtor; and

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g. the Debtor shall surrender the 78 automobiles related to the Remaining Rejected Leases to Merchants at such location or locations as directed by Merchants.

3. Merchants and the Debtor retain all rights and remedies available to each with respect to any rejection damages claims asserted by Merchants on account of the Remaining Rejected Leases.

4. Nothing contained in the Rejection Motion, the Rejection Order, this Order, or any actions taken by the Debtor or Merchants pursuant to relief granted in this Order shall be construed as: (i) an admission as to the validity of any claims against the Debtor or (ii) a waiver or limitation of the rights of the Debtor or Merchants under the Bankruptcy Code or any other applicable law.

5. The terms and conditions of this Order shall be effective and immediately enforceable upon its entry by the Clerk of the Court notwithstanding any potential application of Bankruptcy Rule 6004(h) or otherwise. Furthermore, to the extent applicable, the stays imposed by Bankruptcy Rules 6003(b) and/or 6004(a) are hereby waived for good and sufficient cause. The requirements of Bankruptcy Rules 6003 and 6004, in each case to the extent applicable, are satisfied.

6. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order.

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7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order to the maximum extent allowed by law under the applicable circumstances.

EXHIBIT 1

Unit Number	Year	Make	Model	VIN	OLV	Quoted Customer NBV (12.31 Compute)	Quoted AR (12.31 Compute)	Quoted Amount (12.31 Compute)	Accept or Reject Status	New Cap Cost
615775	2017 Ford	E450	1FDDE4F0GDCLU75	18500	1000.22	7874.36	12874.58	Remain on Lease	\$17,874.58	
616326	2017 Ford	F-550	1FDAF5GT5HEB94471	14000	16729.87	12371.57	29101.44	Remain on Lease	\$29,101.44	
616327	2017 Ford	F-550	1FDAF5GT0HEB94474	9500	16729.87	12371.57	29101.44	Remain on Lease	\$29,101.44	
616329	2017 Ford	F-550	1FDAF5GT3HEC24180	21000	16729.87	12371.57	29101.44	Remain on Lease	\$29,101.44	
616330	2017 Ford	F-550	1FDAF5GT4HEB94472	17500	16729.87	12371.57	29101.44	Remain on Lease	\$29,101.44	
616331	2017 Ford	F-550	1FDAF5GT0HEC34830	16500	16729.87	12371.57	29101.44	Remain on Lease	\$29,101.44	
618802	2017 Cadillac	XTS	2661U553619198794	11500	6037.73	4878.92	10916.55	Remain on Lease	\$10,916.55	
618964	2017 Cadillac	Escalade	1GVS4GKJ5HR343965	22000	1043.84	7176.86	17615.3	Remain on Lease	\$17,615.30	
618965	2017 Cadillac	Escalade	1GVS4GKJ6HR39395	22000	1043.84	7176.86	17615.3	Remain on Lease	\$17,615.30	
618966	2017 Cadillac	Escalade	1GVS4GKJ0HR363766	15000	1045.62	7570.69	18026.95	Remain on Lease	\$18,026.95	
619034	2018 Cadillac	XTS	2661U553319127686	12000	9275.07	5065.64	14340.71	Remain on Lease	\$14,340.71	
619040	2018 Cadillac	XTS	2661U553319128854	13000	9275.07	5065.64	14340.71	Remain on Lease	\$14,340.71	
619041	2018 Cadillac	XTS	2661U553319127488	11000	9275.07	5065.64	14340.71	Remain on Lease	\$14,340.71	
619382	2018 Cadillac	XTS	2661U553319128029	13300	7744.77	4872.76	12617.53	Remain on Lease	\$12,617.53	
619384	2018 Cadillac	XTS	2661U55329128862	12000	7744.77	4872.76	12617.53	Remain on Lease	\$12,617.53	
619445	2018 Cadillac	Escalade	1GVS4GKJ1JR125091	32000	12304.02	7388.94	19692.96	Remain on Lease	\$19,692.96	
619446	2018 Cadillac	Escalade	1GVS4GKJ0JR120819	31000	12304.02	7375.39	19679.41	Remain on Lease	\$19,679.41	
619447	2018 Cadillac	Escalade	1GVS4GKJ1JR123499	25000	12283.93	7750.83	20034.76	Remain on Lease	\$20,034.76	
619448	2018 Cadillac	Escalade	1GVS4GKJ2JR20620	31000	12283.93	7750.83	20034.76	Remain on Lease	\$20,034.76	
619449	2018 Cadillac	Escalade	1GVS4GKJ6JR142789	27000	14521	7672.12	22193.12	Remain on Lease	\$22,193.12	
619450	2018 Cadillac	Escalade	1GVS4GKJ7JR242851	27000	14521	7686.62	22207.62	Remain on Lease	\$22,207.62	
619451	2018 Chevrolet	Suburban	1GNSKGKC0JR150195	19000	10235.27	5304.15	15539.42	Remain on Lease	\$15,539.42	
619453	2018 Chevrolet	Suburban	1GNSKGKC6JR150248	15600	10220.49	5298.2	15518.69	Remain on Lease	\$15,518.69	
619454	2018 Chevrolet	Suburban	1GNSKGKC9JR151457	15500	10252.88	5311.3	15564.18	Remain on Lease	\$15,564.18	
619455	2018 Chevrolet	Suburban	1GNSKGKC8JR151756	19000	10252.88	5311.3	15564.18	Remain on Lease	\$15,564.18	
619456	2018 Chevrolet	Suburban	1GNSKGKC3JR150191	17000	10220.49	5298.2	15518.69	Remain on Lease	\$15,518.69	
619457	2018 Chevrolet	Suburban	1GNSKGKC1JR151422	18000	10220.49	5298.2	15518.69	Remain on Lease	\$15,518.69	
619459	2018 Chevrolet	Suburban	1GNSKGKC5JR151147	14500	10235.27	5304.15	15539.42	Remain on Lease	\$15,539.42	
619460	2018 Chevrolet	Suburban	1GNSKGKC5JR150144	15500	10220.49	5298.2	15518.69	Remain on Lease	\$15,518.69	
627451	2018 Cadillac	XTS	2G61U553619148824	12500	11389.14	4715.53	16104.67	Remain on Lease	\$16,104.67	

627452	2018 Cadillac	XTS	2G61U553869149231	12500	11389.14	4715.53	16104.57	Remain on Lease	\$16,104.57
627859	2018 Cadillac	XTS	2G61U553719153854	11000	14395.27	5121.44	19156.71	Remain on Lease	\$19,516.71
622878	2018 Cadillac	XTS	2G61U553819148386	12600	10995.82	5065.64	16061.46	Remain on Lease	\$16,061.46
627879	2018 Cadillac	XTS	2G61U553919149434	10500	10995.82	5065.64	16061.46	Remain on Lease	\$16,061.46
627880	2018 Cadillac	XTS	2G61U553X19148213	1500	10995.82	5065.64	16061.46	Remain on Lease	\$16,061.46
627883	2018 Cadillac	XTS	2G61U553019149662	10000	10995.82	5065.64	16061.46	Remain on Lease	\$16,061.46
628075	2018 Cadillac	Escalade	1GNSACKJ1R131670	22000	26640.98	8729.32	35370.3	Remain on Lease	\$35,370.30
628641	2018 Cadillac	XTS	2G61U553619123860	11800	10195.83	5207.84	15403.67	Remain on Lease	\$15,403.67
628643	2018 Cadillac	XTS	2G61U553019126284	12500	10195.83	5207.84	15403.67	Remain on Lease	\$15,403.67
628644	2018 Cadillac	XTS	2G61U553619126404	10500	10195.83	5207.84	15403.67	Remain on Lease	\$15,403.67
628647	2018 Cadillac	XTS	2G61U553019139519	10500	10281.18	5207.84	15489.64	Remain on Lease	\$15,489.64
628649	2018 Cadillac	XTS	2G61U5533X19126003	10200	10281.18	5207.84	15489.64	Remain on Lease	\$15,489.64
628650	2018 Cadillac	XTS	2G61U553619125396	10200	10281.18	5207.84	15489.64	Remain on Lease	\$15,489.64
628704	2018 Cadillac	XTS	2G61U553519136146	11000	10178.92	5219.84	15398.76	Remain on Lease	\$15,398.76
628706	2018 Cadillac	XTS	2G61U553619138276	13500	10178.92	5219.84	15398.76	Remain on Lease	\$15,398.76
628815	2018 Cadillac	XTS	2G61U5533X19125885	11500	10159.52	5151.84	15311.36	Remain on Lease	\$15,311.36
6334303	2018 Mercedes-Benz S560	WDDUG8DB51A399920	41000	33585.62	8925.17	42510.79	Remain on Lease	\$42,328.14	
634304	2018 Mercedes-Benz S560	WDDUG8DB51A399920	41000	33585.62	8742.52	42328.14	Remain on Lease	\$42,328.14	
635676	2018 Cadillac	XTS	2G61U5533519148443	11500	12335.74	5415.19	17750.93	Remain on Lease	\$17,750.93
635677	2018 Cadillac	XTS	2G61U553219149341	12800	19480.9	5415.19	24896.09	Remain on Lease	\$24,896.09
635678	2018 Cadillac	XTS	2G61U5533819156214	11500	12335.74	5415.19	17750.93	Remain on Lease	\$17,750.93
636401	2018 Mercedes-Benz S560	WDDUG8DB91421227	35000	36684.71	8819.53	45504.24	Remain on Lease	\$45,504.24	
637202	2016 Ford	E-450	1FDFE4FS7GC56971	18000	27371.38	8643.84	36015.22	Remain on Lease	\$36,015.22
637203	2016 Ford	E-450	1FDFE4FS9GC56972	18000	27371.38	8643.84	36015.22	Remain on Lease	\$36,015.22
637204	2016 Ford	E-450	1FDFE4FS1GDC11184	16500	27371.38	8643.84	36015.22	Remain on Lease	\$36,015.22
639459	2018 Lincoln	Navigator	5LMJ3HT181E104269	26500	29567.04	9020.71	3887.75	Remain on Lease	\$38,587.75
639460	2018 Lincoln	Navigator	5LMJ3HT41E104270	26500	30163.56	9020.71	39184.27	Remain on Lease	\$39,184.27
639461	2018 Lincoln	Navigator	5LMJ3HT13H04225	27000	30163.56	8964.76	39128.32	Remain on Lease	\$39,128.32
639463	2018 Lincoln	Navigator	5LMJ3HTX1E104273	24000	30163.56	9020.71	39184.27	Remain on Lease	\$39,184.27
639464	2018 Lincoln	Navigator	5LMJ3HT161E04271	25500	30163.56	8964.76	39128.32	Remain on Lease	\$39,128.32
639603	2018 Ford	Transit 350H	1FBV1U4X501KB35588	21000	17514.76	5854.04	23368.8	Remain on Lease	\$23,368.80
639628	2018 Ford	Transit 350H	1FBV1U4X566KB35613	19000	17514.76	5854.04	23368.8	Remain on Lease	\$23,368.80
639632	2018 Ford	Transit 350H	1FBV1U4XG31KB35617	19000	17514.76	5854.04	23368.8	Remain on Lease	\$23,368.80

639633	2018 Ford	transit350R	1FADAF5GT3JEB44268	16500	17514.6	5854.04	23368.8	Remain on Lease	\$23368.80
642745	2018 Ford	F-550	1FDAF5GT3JEB44268	21500	50900.45	14571.84	65472.29	Remain on Lease	\$65,472.29
642746	2018 Ford	F-550	1FDAF5GT3JEB44273	18000	50900.45	14571.84	65472.29	Remain on Lease	\$65,472.29

5%	\$97.37	24	5%	\$0.00	\$1,020.97
5%	\$272.80	24	5%	\$0.00	\$2,860.44

In re:
American Limousine LLC
Debtor

Case No. 21-10121-SLM
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0312-2

User: admin

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Date Rcvd: May 12, 2021

Form ID: pdf903

Total Noticed: 2

The following symbols are used throughout this certificate:

Symbol **Definition**

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 14, 2021:

Recip ID	Recipient Name and Address
db	+ American Limousine LLC, 365 Rifle Camp Road, Suite 202, Woodland Park, NJ 07424-2776
aty	+ American Limousine LLC, 90 McKee Drive, Mahwah, NJ 07430-2106

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 14, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 12, 2021 at the address(es) listed below:

Name	Email Address
Christian Del Toro	on behalf of Creditor Dynasty Auto Body Inc. cdeltoro@martonelaw.com, bky@martonelaw.com
Daniel H. Reiss	on behalf of Creditor Joselito R. Dela Cruz & Jeff Pangilinan dhr@lnbyb.com
Dean G. Sutton	on behalf of Debtor American Limousine LLC dean@deansuttonlaw.com
Denise E. Carlon	on behalf of Creditor Intellishift dcarlon@kmllawgroup.com bkgroup@kmllawgroup.com
Devanshu L. Modi	dev.modi@lgmlaw.com
Douglas J. Pick	on behalf of Creditor Lancer Insurance Company dpick@picklaw.net ezabicki@picklaw.net

District/off: 0312-2

User: admin

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Date Rcvd: May 12, 2021

Form ID: pdf903

Total Noticed: 2

Dwayne Stanley

on behalf of Creditor Merchants Automotive Group Inc. dwayne.stanley@huschblackwell.com

Elizabeth L. Wassall

on behalf of Creditor ORION FIRST FINANCIAL AS ACCOUNT SERVICER FOR MIDLAND STATE BANK
ewassall@logs.com njbankruptcynotifications@logs.com;logsecf@logs.com

Michael R. Herz

on behalf of Creditor Mahwah Property Owner LLC mherz@foxrothschild.com, cbrown@foxrothschild.com

Rebecca K. McDowell

on behalf of Creditor Firstlease Inc. rmcdowell@slgcollect.com

Rosemarie E. Matera

on behalf of Creditor Steven Bennett Blau law@kmpclaw.com

Stephan Hornung

on behalf of Creditor M&T BANK hornung@lsellp.com

U.S. Trustee

USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 13